

LEASING PROPOSAL REQUEST

Agency, Office Name	Department of Safety & Homeland Security (DOS)
Principal Use	
Office/Warehouse/Other	Office space for driver's license ("DL") and Tennessee Highway Patrol ("THP")
Employee Headcount at Premises	17 employees
Transaction Number	TR. 20-01-916

	Desired	Alternates Accepted
Service Area and Boundary Requirements	Proposed space shall be located within Blount County, with a preference given to locations in Maryville, TN.	NO
Parking Requirements	<p>17 Staff + 75 Client = Total required 92</p> <p>Free paved, well lighted, striped parking. The parking provided shall include handicap parking to meet the relevant code requirements.</p>	
Usable & Rentable Contiguous Square Footage	<p>5,300 – 6,100 USF / 6,100 – 6,900 RSF (estimated)</p> <ul style="list-style-type: none"> Usable square footage does not include restrooms, mechanical rooms, janitor closets, telecom closets or vestibules. Proposed space should not exceed or be less than 5% of the estimated rentable square footage (RSF) range specified above 	
Special Buildout and Other Specifications	<ul style="list-style-type: none"> Turnkey buildout in accordance with Schedule 1, Schedule 2, Schedule 3, Schedule 4 and Pro Forma Pre-Bid Lease including, Exhibit D. All State leased offices are required to obtain State Fire Marshall Office approval or waiver Building must include 24 hour access, appropriate HVAC, adequate lighting, and other applicable building mechanics as appropriate for business operation. Premises should have separate public and staff restrooms. THP will need access to the staff restrooms. 	

- Parking lot should have multiple entrances and exits.
- Premises should have multiple public entrances and exits as well as multiple staff entrances and exits.
- Secure access must be provided between DL and THP areas.
- THP to have separate, labeled parking adjacent to the building for wireless video downloading.
- THP must have separate key pad access to the building and/or premises as they operate 24/7
- Landlord will be responsible for paying a leasing commission to Knox Office Realty, LLC. A copy of the Commission Agreement is attached hereto. It must be signed and returned along with your lease proposal

Term Length	Up to seven (7) years, but may be comprised of a base term and multiple renewal options, as negotiation permits.	No
Commencement Date	Within 12 months of executed lease	
Termination Options	Termination for Convenience: 90 day per Block 6 of Lease. Termination for Cause: see Lease - Exhibit A, Paragraph 5.	
Terms and Conditions	As set forth in State of Tennessee Lease document. A copy of the Pro Forma Lease document can be found at https://www.tn.gov/generalservices/real-estate-/redirect-stream/lease-management/lease-proposal-requests--lprs-.html underneath "Standard Forms" → "Lease Template"	
	Comments to the Lease Template are required with submission of the Lease Proposal Quotation Form.	
Utility, Services and Other Costs	Preference is for a FULL SERVICE Gross lease with no pass throughs; however, Proposals may be quoted as MODIFIED GROSS with Tenant paying Utilities and/or Janitorial. Utilities must be separately metered for Modified Gross consideration.	

Communications:

Interested parties must direct all communications regarding this procurement to Cristina Johnstone, Leasing Coordinator, who is the State's official point of contact. Email is the preferred form of communication.

Name: Cristina Johnstone, Leasing Coordinator

Phone Number: (615) 939-3108

Email: Rfp.coordinator@tn.gov

Submittal Deadline and Format:

The completed "Lease Proposal Form" must be submitted as follows no later than 2:00 Central Standard Time (CT) on **Tuesday, April 7, 2020**.

Submittals must be received via either:

Email: RFP.Coordinator@tn.gov

(It is recommended any email submission be sent marked "returned receipt requested" indicating the email has been received)

Or

Printed copy to:

Department of General Services/STREAM

Attn: Cristina Johnstone, Leasing Coordinator

William R. Snodgrass Tennessee Tower

312 Rosa L. Parks Avenue, 24th Floor

Nashville, TN 37243

Phone: (615) 939-3108

Method of Evaluation:

Please refer to the State of Tennessee Real Estate Asset Management Division website for the complete document, which describes the proposal Evaluation Method, by using the following link:

https://www.tn.gov/content/dam/tn/generalservices/documents/stream/leasing/Section_IV-STREAM_LeaseProposalPackage-Evaluation_Method.pdf

Disclaimer of Subjectivity:

Proposers should understand and accept that they are willingly participating in a process that may consist of some degree of subjectivity. Proposers should be aware that the proposal determined to best meet the needs of the State may not necessarily be the lowest cost proposal.

PROJECT SPECIFIC REQUIREMENTS

The space must be professional office use and capable of meeting all of the requirements of the agency, including geographic location, square footage, parking and any special requirements identified below and in the Schedules applicable to each Agency.

Landlord shall furnish and install window blinds for all outside windows.

See the Pro Forma Lease document - Exhibit D for General Specifications and Interior Design Standards.

Attached:

Schedule 1: DOS Preliminary Zone Placement Summary Sheet

Schedule 2: DOS – Sample Space Plan

Schedule 3: Exhibit D from Lease Agreement – Special Buildout & Other Specifications

Schedule 4: Commission Agreement

DOS SCHEDULE 1
DOS PRELIMINARY PLACEMENT SUMMARY SHEET
 (Subject to revision in final plan approved by State design team)

DOS Blount County Summary Sheet

Drivers License Staff Count – Total Staff 10

District Supervisor	1
Branch Supervisor	1
DL Examiners	8

THP Staff Count – Total Staff 7

THP Lieutenant	1
THP Sergeant	1
THP Troopers	5

Drivers License - Hard Wall Spaces – refer to sample plan attached

- Waiting Room 1 @ 750 sf seating for 75 people – will need direct access to client restrooms.
- Accessible Public Restrooms quantity determined by plumbing code requirements (Client and Staff restrooms will be separate and will not share a plumbing wall)
- Enclave 1 @ 120 sf
- DL District Supervisor 1 @ 120 sf
- DL Branch Supervisor 1 @ 120 sf – office to have an observation window with a view of the Application Process Area
- Secure Storage Closet 1 @ 30 sf – used by DL Branch Supervisor to store safe, personnel files and cash register drawers. Access to closet will be through Branch Supervisor office.
- Supply/Storage Room 1 @ 70 sf – used by DL.
- Telecom Closet 1 @ 48 sf – for telephone and computer equipment. Room must be temperature controlled. Shared by DL/THP.
- Testing Room DL 1 @ 360 sf – with observation window to Application Processing Area. Includes space for 8 computer testing machines and 4 table arm chairs. Lessor to provide a minimum of 4 – 120V/20amp dedicated circuits with isolated neutrals for agency supplied testing machines.
- Break Room 1 @ 160 sf – with base and wall cabinets, countertop with sink. Shared by DL/THP. Also will be used as a small conference room.

Drivers License – Open Space Plan – refer to sample plan attached

- DL Examiner (Clerk Stations) 1 @ 600 sf Application Processing Area. DL Examiners will serve the public in this area. Also includes space for shared equipment (camera, eye machine, photo digitizer and printer) placed between examiners. Each Examiner will have a computer terminal with cash drawer (mounted below work surface).
- Admin Work Station 1 @ 56 sf
- Hoteling Station 1 @ 15 sf
- Kiosk Station 1 @ 16 sf – includes space for 4 stations (based upon 125 customer estimate).
- Mail Area 1 @ 20 sf
- Multi Function Printer 1 @ 50 sf
- Staff Locker Area 1 @ 16 sf – Includes space for 2 Locker Units used by DL Examiners.

Tennessee Highway Patrol - Hard Wall Spaces

- THP Sergeant 1 @ 120 sf – locate next to Trooper Hardwall Suite.
- THP Lieutenant 1 @ 120 sf – locate next to Trooper Hardwall Suite.
- Evidence Storage 1 @ 60 sf
- Interview Room 1 @ 120 sf
- Reconciliation Room 1 @ 120 sf
- Trooper Hardwall Suite 1 @ 450 sf – Suite includes space for 5 Trooper Hoteling Stations (75 sf each), 1 MultiFunction Printer (30 sf), 1 Collaboration Area (100 sf), 2 Uniform Locker Units (16 sf), 2 Lateral File Cabinets (16 sf each), 1 Supply Area (60 sf) including circulation.

Agency would prefer to stay within the city limits of Maryville, TN.

Suggested Range:	MIN	MAX
Usable:	5,300	6,100
Rentable:	6,100	6,900

PLEASE NOTE – The Sample Space Plan on the following page does NOT show a layout for the Tennessee Highway Patrol office space. Please price base on the information contained above.

DOS – SAMPLE SPACE PLAN
(floor plan showing typical rooms within each zone)
(not to be used for construction)



SCHEDULE 4
EXHIBIT D
SPECIAL BUILDOUT AND OTHER SPECIFICATIONS

PROJECT SPECIFIC REQUIREMENTS

AS APPLICABLE. Landlord agrees to perform the following improvements to the Leased Premises while coordinating with Tenant so that they are accomplished with minimal impact on Tenant's ongoing operations in the Leased Premises.

Landlord required to provide licensed electrician for electrical needs (ie junction boxes, power poles for furniture, security, or dedicated circuits as programmatic needs may require), and invoice State separately including invoice backup, **upon move in and move out** of space.

When flooring is replaced, Landlord's vendor must supply necessary means to lift of (system) furniture and fixtures **as required** by programmatic needs and at State direction.

GENERAL SPECIFICATIONS

1. General

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

2. Site

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

3. Structure

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

4. Building Skin and Roof

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.

5. Building Common Areas

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

6. Common Walls

- a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

7. Electrical

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

8. Communications

- a. Landlord shall bring BUSINESS data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

9. Lighting

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA). All lighting fixtures should be cleaned at commencement and bulbs and ballasts in working order.

10. Plumbing

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

11. HVAC

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.

- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

12. Building Directory

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

13. Keys

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

14. Access Control

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system. Landlord to provide required infrastructure (ie electricity for system).
- c. Tenant may install keypad, pursuant to Tenant requirements, to the Leased Premises at approved entry and exit of Leased Premises. Landlord to provide required infrastructure (ie electricity for system). Landlord is required to purchase keypad system, but provide backup invoices for Tenant reimbursement.
- d. Tenant may install cameras or other security-related systems, pursuant to Tenant requirements, for the Leased Premises. Landlord to provide required infrastructure (ie electricity for system).
- e. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
- f. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

INTERIOR BUILDOUT SPECIFICATIONS

1. Ceiling

- a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section e below) and are in good and attractive condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
- b. Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.
- c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
- d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
- e. Acoustical Panel Ceiling Minimum Qualification Specifications:
- f. General Ceiling
 - i. Acoustical Panel Standard: Comply with ASTM E 1264.
 - ii. Metal Suspension System Standard: Comply with ASTM C 635.

- iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.

- g. Acoustical Panels

- i. Color: White.
 - ii. LR: Minimum of 0.83.
 - iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
 - iv. CAC: Minimum of 33.
 - v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).

2. Electrical and Communication

- a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
- b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
- c. Provide 1 voice/data per standard workstation as required by the Build Out Plans.
- d. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
- e. Provide 2 duplex power outlets and 1 voice/data per enclave as required by the Build Out Plans.
- f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets as required by the Build Out Plans.
- g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.

3. Partitions

- a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in an eggshell or satin paint finish.
- b. All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Additional sound blankets to be provided above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.
- c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. Sound attenuation blankets shall be provided inside the partition, seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.
- d. Connections from partition to mullion will require an acoustically sealed connection.
- e. Finish partitions completely to floor.

4. Glazing

All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with 1/4" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and etched film on 3'-0" w full height sidelights. Framing for glass sidelights and windows shall be integral with doorframes and not separated by drywall.

5. Doors and Frames

- a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
- b. Interior doorframes shall be 2" welded hollow metal steel, painted.
- c. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: doorstops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).
- d. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.

6. Window Treatments

- a. All exterior windows shall be equipped with inside mount aluminum horizontal mini-blinds of color and quality acceptable to the State. State may determine that repair or replacement, in part or entirety, of existing blinds is acceptable.

7. Finishes

- a. Doors, frames, hardware, ceiling tile and grid and lights shall be reused if approved by the State.
- b. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically. If not replaced, existing floors must be cleaned as appropriate prior to Commencement.
- c. Carpet must meet the following minimum qualification specifications:
 - i. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements.
 - ii. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.
 - iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
 - iv. Density: Minimum rating of 5,000 or higher.
 - v. Stitches: Minimum of 9 stitches per inch.
 - vi. Gage: 1/12 inch minimum.
 - vii. Surface Pile Weight: Minimum 20 oz. per square yard.
 - viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
 - ix. Backing System: Provide applicable backing system based on carpet type/brand selected.
 - x. Size: 24 by 24 inches (610 by 610 mm) or larger.
 - xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
 - xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.
- d. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
- e. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window frames shall have semi-gloss finish. Drywall ceilings shall have flat finish. State may determine

that only touch up is required. New paint may be required for short-term leases.

- f. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.

8. Break Rooms

- a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide double bowl, under mount stainless steel sink with hot/cold water.
- c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

9. Copy Rooms / Areas

- a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

10. Telecom Rooms

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Walls shall extend to deck; no lay-in ceiling.
- c. A minimum of a half-ton (5,000 BTU's) of cooling for coverage of equipment is required. Stand-alone mechanical unit is preferred. If stand-alone is not possible, then the space should be removed from the EMS and have VAV-type controls.
- d. Provide at least a 3" conduit from the interior telecom room or non-common space to an exterior right of way or utility easement for new service provider connection. Coordinate with service provider.
- e. Each telecom room should be a minimum of 8' x 10' in size, with one room per 15,000 square feet of usable space. Telecom rooms shall align vertically if in a multiple-floor facility.
- f. Doors to telecom rooms shall open out into the corridor, if possible. If this is not possible, then locate the door in an area with minimal clearance impact.
- g. Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.
- h. The State cabling contractor, at State's expense, shall install a grounding bus bar and place correctly-sized conductor back to the main panel for facility personnel to connect.
- i. Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

11. Conference Rooms

- a. All conference rooms that seat (8) people or more shall have (2) power and voice/data outlets. Larger Conference rooms of greater than (18) people shall have (4) power and (2) voice/data outlets.
- b. Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.
- c. Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

12. Restrooms

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
- c. Provide a floor drain in each restroom.

13. Janitor Closet

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.
- c. Provide service sink with hot and cold water and a floor drain.

14. Building Interior

- a. Provide (accessible) chilled drinking fountains as per code requirements. If it is deemed necessary to replace existing or incorporate additional drinking fountains, equipment shall be able to accommodate a water bottle refill component.
- b. Provide evacuation maps and other interior signage as required and requested by the State. Coordinate locations with the State. May be required for short-term leases.

15. Building Exterior

- a. Provide exterior canopies at all building entrances and exits, as well as a vestibule/airlock at all public entrances.
- b. Provide exterior signage and dumpster access. May be required for short-term leases.
- c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas

SCHEDULE 5
COMMISSION AGREEMENT
REPRESENTATION OF THE STATE OF TENNESSEE
AND ITS RESPECTIVE AGENCIES FOR LEASING TRANSACTIONS

This Commission Agreement ("Agreement") is entered into as of this _____ day of _____, 2020, by and between _____ ("Owner"), and Knox Office Realty, LLC ("Tenant's Broker").

The following provisions are true and correct and are the basis for this Agreement:

- A. Owner has legal title to a property located at _____ in Blount County, Tennessee on which building is commonly known as _____ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number _____.
- B. The "Tenant" is the State of Tennessee and Tenant's Broker represents the office space needs of Tenant. Tenant's Broker has or will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease be consummated and executed between Owner and Tenant, Owner agrees to pay Tenant's Broker a Lease Commission in consideration for services rendered and to be rendered in the consummation and execution of a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Tenant's Broker is serving solely as a representative of Tenants' interest. Likewise, Owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner and Tenant's Broker will be (has been) considered and included within the Owner's proposal for lease.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO PAY COMMISSION:** Upon the consummation and execution of a Lease between Owner and Tenant, Owner hereby agrees to pay a Lease Commission to Tenant's Broker as follows:
 - a. For new leases at a new location, Owner shall pay Tenant's Broker a Lease Commission equal to 3.25% of the total of all rental installments as shown in block 7 of the Lease for the term of the lease, up to a lease term of ten (10) years.
 - b. For new leases at a new location whose lease term exceeds ten (10) years in length, the Lease Commission shall be 3.25% of the total of all rental installments as shown in block 7 of the Lease for the first ten (10) years of the lease term plus 1.63% of the total of all rental installments as shown in block 7 of the Lease for the remainder of the lease term beyond ten (10) years.
 - c. For new leases at the same location as the previous lease location, Owner shall pay Tenant's Broker a Lease Commission equal to 1.63% of the total of all monthly rental installments as shown in block 7 of the Lease for the total term of the lease as described in block 5 of the Lease.
 - d. If a new lease includes an option to renew or extend and the lease term(s) is renewed or extended whether by virtue of such option or otherwise, Owner shall pay Tenant's Broker a Lease Commission equal to 1.63% of the total of all monthly rental installments for the extended term.

2. **PAYMENT OF COMMISSION:** The Lease Commission shall be due and payable to Tenant's Broker in U.S. Dollars: (i) one half (1/2) at the time the lease is signed and (ii) the remaining balance one (1) year after the date the Lease is fully executed. If Tenant's lease is modified or amended, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Owner hereby agrees to pay to Tenant's Broker said Lease Commissions in accordance with the terms contained in Item 1 above.
3. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the Lease Commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant's Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant's Broker of all Lease Commissions payable hereunder.
4. **REPRESENTATION OF TENANT:** Although Owner will pay the commission to Tenant's Broker, Tenant's Broker **will not** be representing Owner in the contemplated lease transaction. Tenant's Broker will be representing **only the Tenant** in such transaction. The Owner acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction
5. **AUTHORITY TO SIGN:** Each signatory to this Commission Agreement personally represents and warrants that it has full authority to sign this Commission Agreement on behalf of the party for whom he or she signs, that this Commission Agreement binds such party, this Commission Agreement constitutes a valid and legally binding obligation of the parties, and that no other signatures are necessary. This Agreement may be executed by portable document format (.pdf) signature, such that execution of this Agreement by .pdf signature shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.
6. **ENTIRE AGREEMENT:** This Commission Agreement constitutes the entire Agreement between Owner and Tenant's Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant's Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.
7. **FAILURE TO PAY:** Should the Owner fail to pay the Lease Commission as contracted here in, the Tenant's Broker shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. In the event Owner fails to pay Tenant's Broker the leasing commission owed within thirty (30) days when due, then from the date due until paid the delinquent amount shall bear interest at twelve (12%) percent annually. If Tenant's Broker must institute legal action against Owner to collect said Lease Commission owed, then Tenant's Broker shall be entitled to reasonable attorney fees and court costs.
8. **NOTICES:** Any notice or demand, consent, approval or disapproval, or statement (collectively called "notice" or "notices") required or permitted to be given by the terms and provisions of this Agreement shall be in writing, and shall be sent by United States mail postage prepaid as registered or certified mail, return receipt requested, or by nationally recognized courier service guaranteeing overnight delivery and providing a confirmed receipt of delivery. Any notice shall be addressed to Owner or Tenant's Broker, as applicable, at its address as follows:

To Tenant's Broker: Knox Office Realty, LLC
 Attn: William G. Bullock, Jr
 9111 Cross Park Drive, Suite E-124
 Knoxville, Tennessee 37923

To Owner: _____

AGREED AND ACCEPTED this _____ day of _____, 2020

OWNER:

TENANT’S BROKER:
Knox Office Realty, LLC

By: _____

By: _____

Title: _____

Title: _____